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February 24, 2015

Via ECF

Hon. Arthur D. Spatt
United States District Judge
Long Island Federal Courthouse
100 Federal Plaza
Central Islip, NY 11722

Re: Corpac v. Rubin & Rothman, LLC
Docket No.: 2:10-cv-04165 (ADS)(GTB)
Our File No: 11817.00002

Dear Judge Spatt:

I am counsel to the defendant Rubin & Rothman in the above referenced matter. I am writing in response to the two letters of yesterday's date from Brian Bromberg. The first letter is on behalf of the Objector Patrick Sejour and the second letter purports to be on behalf of an individual claiming to be a new Objector, Casilda M. Aybar.

As to Ms. Aybar, the request was made by Mr. Bromberg for the Court to issue an order staying the mailing of the class notice required under the Court's Amended Order of Preliminary Approval. Such relief should not be granted for a number of reasons with the simplest reason being that the request came far too late. As an attorney who holds himself out as an experienced class counsel, Mr. Bromberg should have been aware of the fact that in order to accomplish a mailing in excess of 100,000 pieces, the printing took place well over a week ago and the mail went to the mailing vendor before the letter reached me or the Court. In short, the request of Mr. Bromberg is moot because it is after the fact. Rather than "to save the parties the costs of administration" as suggested by Mr. Bromberg, for the Court to enter a new order with new dates would greatly expand the cost of administration.

A second reason not to consider the request is that at this point in time, as far as the defendant is aware, Ms. Aybar has not followed the procedures to be considered an objector under the Amended Order of Preliminary Approval. Should Ms. Aybar object in a timely and proper manner, her objection can be considered in due course without the need for any additional mailing or cost.



As to Mr. Sejour, a settlement of his objection was reached. The open issue was as to the fees and with the hope the objection had been resolved completely, we had discussions on an agreed fee as opposed to the briefing process. The settlement check as to Mr. Sejour is being issued. As to the agreement on fees, I have not spoken to my clients to determine what impact this latest development will have, if any, on the process.

Respectfully Submitted,

Wilson Elser Moskowitz Edelman & Dicker LLP

A handwritten signature in black ink, appearing to read 'Thomas A. Leghorn', written over a horizontal line.

Thomas A. Leghorn

cc: Via ECF:
Brian Bromberg, Esq.
William F. Horn, Esq.
Andrew T. Thomasson, Esq.
Matthew Schedler, Esq.